

CONTRACT PROVISIONS

PERFORMANCE REQUIREMENTS

A. MAINTENANCE

1) General

- a) Equipment and Operating System Software shall be maintained in good operating condition in accordance with manufacturer's published specifications to ensure that the state users may meet their program needs, including ensuring Teale Data Center and its customers can electronically connect to Teale to meet their program requirements. The Contractor is responsible to maintain Teale's current list of equipment and any equipment added to this Contract for Teale. The Contractor shall keep the equipment in good operating condition and shall always be responsive to the maintenance requirements of the State. All such maintenance service, including parts and labor, replacement equipment, shall be furnished through the term of the contract at no additional charge to the State, as the monthly charges include such service.
- b) All operating system software maintenance updates and upgrades (minor and major releases) provided by the equipment manufacturer for equipment shall be furnished through the term of this contract at no additional charge to the State, as the monthly charges include such service.

2) Exclusions

Maintenance service does not include:

- a) Electrical work external to the equipment or maintenance of accessories, alterations, attachments, or other devices not listed in the Price List.
- b) Repair of damage or increase in service time caused by: accident; disaster, which shall include, but not be limited to, fire, flood, water, wind and lightning; transportation; neglect or misuse; alterations which shall include, but not be limited to, any deviation from Contractor's physical, mechanical or electrical machine design; attachments, which are defined as the mechanical, electrical or electronic interconnection to a Contractor machine or non-Contractor equipment and devices not supplied by Contractor.
- c) Repair of damage or increase in service time resulting from failure to provide a suitable installation environment (including, but not limited to, failure of, or failure to provide adequate electrical power, air conditioning or humidity control).
- d) Repair of damage or increase in service time attributable to the use of the machines for other than data processing purposes for which acquired.

3) Responsibilities of the Contractor

- a) The Contractor shall provide maintenance (labor and parts) and keep the equipment operating in accordance with manufacturer's published specifications.
- b) The Contractor shall specify the frequency and duration of preventative maintenance for the equipment, including any engineering and safety changes developed by Contractor or the manufacturer which are provided generally to Contractor's customers. All such maintenance shall be performed at a time mutually agreed to by the State and the Contractor.
- c) Maintenance shall be provided for either 24x7 or 8x5 coverage at State's request.

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- d) Contractor shall provide a central dispatch/help desk function with a toll free number where a field engineer may be dispatched or contacted on a 24 hours, 7 days a week basis to render equipment and maintenance assistance.
 - e) Remedial maintenance shall be commenced immediately after notification by the State that equipment and/or software is inoperative and the Contractor shall always be responsive to the maintenance requirements of the State. The Contractor's maintenance personnel will arrive at the State's installation site within the time specified in the maintenance plan selected by the State after notification by the State that remedial maintenance is required for the equipment. For this purpose, Contractor shall have full and free access to the machines, subject to the State's normal security requirements.
- 4) Contractor shall have full and unrestricted access to the equipment subject to the State's operational requirements and security procedures.
- a) Contractor shall provide field engineer staff a laptop and any additional equipment and tools necessary to assist with equipment troubleshooting.
 - b) When a Contractor's engineer responds to a remedial maintenance call and the equipment malfunction has not been diagnosed and resolution begun within four (4) hours from the time of problem notification of the Contractor's Engineer, the Contractor will utilize 2nd Level Technical Support. In the event that four (4) additional hours elapse from the time of response of the 2nd level of technical support and the equipment malfunction has not been diagnosed and repair begun, the Contractor will utilize 3rd Level Technical Support. In any event, the Contractor will assign one or more levels of support for analysis and repair of the problem until the equipment has been returned to good operating condition.
 - c) 2nd Level Technical Support—A machine(s) specialist with unique training and/or experience who specializes in providing diagnostic assistance and/or repair expertise when a service call is particularly difficult.
 - d) 3rd Level Technical Support—A machine(s) specialist whose geographical responsibilities normally include multiple Field Engineering Branch Offices and who has received in-depth specialized training and experience and possesses extensive diagnostic ability specifically designed to assist on unusually complex problems. 3rd Level Special Technical Support consisting of a manufacturer's certified system engineer shall be available at the state's discretion whenever the Contractor's 3rd level support is deemed insufficient to properly diagnose a problem. The Contractor shall make all necessary arrangements with the manufacturer(s) to ensure this level of support is available.
 - e) When repair of the malfunctioning component has not been completed as specified in this Agreement within four (4) hours after notification that remedial maintenance is required, the Contractor shall restore service immediately by utilizing replacement equipment. The replacement equipment is to remain in place and becomes the property of the State. The Contractor shall provide written notification of this replacement including model and serial numbers of the equipment being replaced and of the replacement equipment being installed.
 - f) Before the State contacts the Contractor, the State will attempt to satisfactorily resolve any problems with the equipment. The State will be the sole judge as the adverse impact upon the States program affected by the equipment failure.
 - g) In the event an unneeded service call has been made to the Contractor, the State may be charged Time and Materials for the visit.

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- h) Contractor must maintain an updated database of all equipment under this agreement to include, but not limited to serial numbers, model numbers, locations, maintenance price, effective date of maintenance, etc. This database must accept at least three additional key fields for data beyond that named here. The state shall have access to this data upon request.

5) Responsibilities of the State

- a) Subject to the State's security regulations and operational requirements, the State shall permit access to the equipment which is to be maintained.
- b) The State will provide adequate storage space for spare parts, and adequate working space, including heat, light ventilation, electrical current and outlets, for the use of the Contractor's maintenance personnel at the time maintenance is being performed. These facilities shall be within a reasonable distance of the equipment to be serviced and shall be provided at no charge to the Contractor.
- c) The State shall provide an appropriate operating environment, including temperature, humidity, and electrical power, in accordance with the manufacturer's environmental requirements for the equipment listed in the Price List.
- d) The State will be responsible for the additional cost of remedial maintenance of a system which has been modified by substitution and/or additions provided by a third party, and the system or equipment failure was caused by the system modification.
- e) The State will have the ability to escalate around standard troubleshooting processes and will make the final determination with regards to equipment replacement. However, in the event this leads to an unneeded service call, the state may be charged time and materials for the visit.

6) Maintenance Charges

- a) The monthly charges described in the Price List include all maintenance costs, and the State will pay no separate maintenance charges unless specifically set forth in this Agreement.
- b) There will be no charge for travel expense associated with maintenance service or programming service under this Agreement, except when a mutually agreed upon amount is pre-approved and a change order is issued, actual travel expense shall be allowed in those instances where the site at which the machine is located is not normally accessible by private automobile or scheduled public transportation.
- c) The State agrees to pay for replacement equipment or loss of damage to a machine, caused by use of the machine for other than data processing purposes. In no event shall the State pay more than the purchase price of the equipment.
- d) All maintenance and other service activities (including but not limited to activities relating to pre-installation planning inspections, relocation of machines, engineering changes and altered programming) which may be made available by Contractor to the State at no additional charge in connection with any machines or programming supplied under this Agreement, shall be subject to the terms and conditions of this Agreement unless such activities are provided under another written agreement by the State and the Contractor.

7) Software Maintenance

- a) The Contractor shall provide at the State's option, all patches and fixes, and any other related releases provided for general availability by the equipment manufacturer during the term of this contract. The Contractor shall notify the State of these releases within thirty (30) days of

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the release date, and complete installation at a time mutually agreed upon between the Contractor and the State.

b) [Requirement deleted]

8) Alterations and Attachments

- a) If in the Contractor's opinion no safety hazard is thereby created the State may make alterations or install attachments to the equipment at the State's expense,. The State shall assume full liability for any damages and/or degradation of equipment performance attributable to such alteration or attachment.
- b) If the alteration or attachment interferes with the normal and satisfactory maintenance of any of the machines in such a manner as to render maintenance impractical, the State will, upon notice from the Contractor to that effect, remove the alteration or attachment and restore the machine to its normal condition.
- c) If an inspection by the Contractor is required to determine if the unaltered portion of the machine or system remains practical to maintain or that no safety hazard has been created, the State shall be so notified and a mutually agreeable inspection date will be scheduled.
- d) Repair of damage or increase in the Contractor's personnel time attributable to the alteration or attachment will be billed to the State at the Contractor's applicable time and material rates from the Price List.
- e) Such alterations or attachments shall be removed and the equipment restored to the prior configuration at State expense.
- f) Any reprogramming agreed to by the Contractor which is required to accommodate such alterations and/or attachments shall be accomplished at the State's expense.

9) Maintenance Coverage

a) Principal Period of Maintenance (PPM) coverage:

- (a) The State may select a period or periods of maintenance coverage in accordance with the following:
 - i. A monthly maintenance charge for 8x5 maintenance coverage during the PPM, the eleven consecutive hours of 7:00 AM - 6:00 PM, Monday through Friday, excluding State Holidays. Prices are set forth in the Price List.
 - ii. A monthly maintenance charge for 24x7 maintenance coverage shall be twenty-four (24) hours a day, 365 days per year. Prices are set forth in the Price List.
- (b) The State may change its selected period of maintenance coverage by giving the Contractor fifteen (15) days prior to written notice.
- (c) If the State requests unscheduled, on-call remedial maintenance to be performed at a time which is outside the PPM of 8x5 coverage, the service will be furnished at applicable per-call rate per man-hour as set forth in the Price List.
- (d) The Agency will not pay for travel expenses for remedial maintenance performed within the selected periods of maintenance coverage.

b) Preventative Maintenance (scheduled)

Preventative maintenance can either be performed within or outside of the PPM. If the State requests that preventative maintenance be performed outside of the PPM an additional charge may be applicable as set forth in the Price List. No additional charge shall apply for

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preventative maintenance which is performed within the PPM or which the Contractor should have performed during the PPM.

c) Remedial Maintenance (unscheduled)

Remedial maintenance shall be performed after notification by authorized State personnel that the equipment is inoperative. The Contractor shall provide the State with a designated point of contact and will make arrangements to enable its maintenance representative to receive such notification.

10) There shall be no additional maintenance charges for:

- a) Remedial maintenance during the PPM coverage unless the remedial maintenance is due to the fault or negligence of the State
- b) Time spent by maintenance personnel after arrival at the site awaiting the arrival of additional maintenance personnel and/or delivery of parts, etc., after a service call has commenced.
- c) Remedial maintenance required because the scheduled preventative maintenance preceding the malfunction had not been performed, unless the State had failed to provide access to the equipment.
- d) For time of delay beyond the period described above under Responsibilities of the Contractor, 3-b, Contractor shall continue to perform maintenance for the same amount of time outside the covered period without additional charge to the Agency.
- e) Work performed during the first hour when remedial maintenance service is requested during the covered period of maintenance and the actual work is begun outside the period.
- f) Work performed as a result of a "call-back", when a malfunction reoccurs which was serviced within the prior 48 hours.

11) The time required for the Contractor to respond to a call for remedial maintenance and complete repairs is known as *response time*; the time defined as the time interval between the time a trouble call is made and the time maintenance service personnel complete repairs at the site of the problem, exclusive of that time during which the Contractor is denied access to the equipment.

12) Equipment Substitution

If the Contractor so desires, and the State permits, the Contractor may provide spare major equipment components at the operating location at no additional cost, to be substituted by State personnel in the event installed equipment becomes inoperable due to equipment failure. If such an arrangement is deemed desirable, the Contractor shall instruct the appropriate State personnel in the proper methods of disconnecting failed equipment, physically replacing such equipment with the appropriate spare equipment, and connecting the spare equipment. Contractor will repair/replace failed equipment within five (5) working days after notification by the State of the substitution.

The above described procedure is intended to assist the Contractor by facilitating his fulfilling the remedial maintenance response time requirements particularly in outlying areas of operable equipment for inoperable equipment by State personnel. If such a procedure is agreed upon, the State shall use all due care in substituting the equipment, but shall not be responsible, unless negligent, for damage to the Contractor's equipment.

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If the above described procedure is implemented, the State agrees to provide adequate storage for such repair spare equipment, secure with an appropriate lock, the keys to which shall be retained by both the Contractor and the State.

13) Equipment Replacement

Notwithstanding any other provision of this Agreement, equipment that fail to function in the manner for which they were designed to the extent that the State's programs are affected shall be replaced at the State's request. The State shall make every attempt to satisfactorily resolve the problem, including, but not limited to, the usage of the State's troubleshooting tools and techniques, prior to requesting replacement. The State will be the sole judge as to the adverse impact upon State programs on non-functioning equipment requested for replacement.

14) Replacement Parts

The Contractor must have the capability of having spare stocking locations based on the specific components covered under maintenance in each of the coverage areas to ensure adequate replacement components are available to meet the 4 hour repair time as defined under this agreement.

B. MAINTENANCE SERVICE CENTERS

Maintenance Service Centers is a site within fifty (50) miles of the City Hall from which Certified Engineers (CEs) can be dispatched and where spare parts can be stored. The Maintenance Service Centers listed will be used to calculate maintenance *response time*. Maintenance Service Centers are required in the following cities:

ALBANY	BIG SUR	CHICO
ALTURAS	BISHOP	CHINO
ANAHEIM	BLOOMINGTON	CHINO HILLS
ARCADIA	BLYTHE	CHOWCHILLA
ARCATA	BORREGO SPRINGS	CHULA VISTA
ARLETA	BRAWLEY	CITY OF COMMERCE
ARROYO GRANDE	BRIDGEPORT	CLOVIS
ARTESIA	CALABASSAS	COALINGA
ARVIN	CALEXICO	COLUMBIA
AUBURN	CALIPATRIA	COLUSA
AVENAL	CAMARILLO	COMMERCE
AZUSA	CAMINO	COMPTON
BAKERSFIELD	CAMPBELL	CONCORD
BANNING	CANOGA PARK	CORCORAN
BARSTOW	CAPITOLA	CORTE MADERA
BELL GARDENS	CARMICHAEL	COSTA MESA
BELLFLOWER	CARSON	COTTONWOOD
BELMONT	CERRITOS	CRESCENT CITY
BENICIA	CHATSWORTH	CULVER CITY

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DALY CITY	GUSTINE	MARTINEZ
DAVIS	HANFORD	MARYSVILLE
DELANO	HAWTHORNE	MATHER
DIAMOND BAR	HAYWARD	MENDOCINO
DOWNIEVILLE	HEMET	MERCED
DUBLIN	HOLLISTER	MODESTO
DUNCAN MILLS	HOLLYWOOD	MONTEBELLO
EL CAJON	IMPERIAL	MONTEREY
EL CENTRO	INDEPENDENCE (Inyo Co.)	MORGAN HILL
EL CERRITO	INDIO	MOUNT SHASTA
EL MONTE	INGLEWOOD	MOUNTAIN VIEW
EL SEGUNDO	IONE	NAPA
ELDRIDGE	IRVINE	NEEDLES
ELK GROVE	JACKSON	NEVADA CITY
ESCONDIDO	JAMESTOWN	NEWHALL
EUREKA	KELSEYVILLE	NORCO
FAIRFIELD	KING CITY	NORTH HIGHLANDS
FALL RIVER MILLS	LA MESA	NORTH HOLLYWOOD
FELTON	LAGUNA HILLS	NORTHRIDGE
FOLSOM	LAGUNA NIGUEL	NORWALK
FONTANA	LAKE ISABELLA	NOVATO
FORT BRAGG	LAKEPORT	OAKLAND
FORTUNA	LAKEWOOD	OCEANSIDE
FREMONT	LANCASTER	ONTARIO
FRESNO	LINCOLN PARK (LA)	ORANGE
FRIANT	LIVERMORE	OROVILLE
FRONTERA	LODI	OXNARD
FULLERTON	LOMPOC	PACIFIC GROVE
GALT	LONG BEACH	PALM SPRINGS
GARBERVILLE	LOS ALAMITOS	PALMDALE
GARDEN GROVE	LOS ANGELES	PARADISE
GILROY	LOS BANOS	PASADENA
GLENDALE	LOS GATOS	PASO ROBLES
GOLETA	MADERA	PERRIS
GORMAN	MANTECA	PESCADERO
GRASS VALLEY	MARIPOSA	PETALUMA
GROVER BEACH		PICO RIVERA

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PITTSBURG	SAN PEDRO	TRACY
PLACENTIA	SAN QUENTIN	TRUCKEE
PLACERVILLE	SAN RAFAEL	TULARE
PLEASANT HILL	SAN SIMEON	TULELAKE
PLEASANTON	SAN YSIDRO	TURLOCK
POMONA	SANGER	TUSTIN
PORTERVILLE	SANTA ANA	TWENTY NINE PALMS
POWAY	SANTA BARBARA	UKIAH
QUINCY	SANTA CLARA	VACAVILLE
RANCHO CORDOVA	SANTA CLARITA	VALLEJO
RANCHO CUCAMONGA	SANTA CRUZ	VAN NUYS
RANCHO MIRAGE	SANTA FE SPRINGS	VENTURA
RED BLUFF	SANTA MARIA	VICTORVILLE
REDDING	SANTA MONICA	VISALIA
REDLANDS	SANTA PAULA	WALNUT CREEK
REDWOOD CITY	SANTA ROSA	WASCO
REEDLEY	SANTA TERESA	WATSONVILLE
REPRESA	SEASIDE	WEAVERVILLE
RICHMOND	SHAFTER	WEST COVINA
RIDGECREST	SIMI VALLEY	WEST SACRAMENTO
RIVERSIDE	SOLEDAD	WESTMINSTER
ROCKLIN	SONOMA	WHITTIER
ROHNERT PARK	SONORA	WILLITS
ROSEVILLE	SOUTH EL MONTE	WILLOWS
SACRAMENTO	SOUTH LAKE TAHOE	WINNETKA
SAINT HELENA	SOUTH SACRAMENTO	WINTERHAVEN
SALINAS	SPRING VALLEY	WOODLAND
SAN ANDREAS	STOCKTON	WOODLAND HILLS
SAN BERNARDINO	SUISUN CITY	YOUNTVILLE
SAN CLEMENTE	SUSANVILLE	YREKA
SAN DIEGO	TAFT	YUBA CITY
SAN FRANCISCO	TAHOMA	
SAN JOSE	TEHACHAPI	
SAN LUIS OBISPO	TEMECULA	
SAN MARCOS	THOUSAND OAKS	
SAN MATEO	TORRANCE	

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Contractor's must list the address, telephone number, number of field engineers and years of experience for each trained service person at each Maintenance Service Center. In addition, each Contractor is to identify the primary and backup field engineer for each Maintenance Service Center. The list must be complete and include trained service personnel for all the product being offered under this Agreement. Each field engineer must have at least twenty-four (24) months experience maintaining the equipment, or similar equipment, which they are required to service.

The Contractor must include resumes and training certificates for each field engineer listed. All field engineers must have continuing, up-to-date training on the equipment being offered during the period of the Agreement. Upon request, each Contractor must offer a plan as to how the field engineers will maintain this up-to-date training.

If the State determines that the resumes and training certificates are inadequate to determine field engineer qualifications the State may request that the bidder submit references for any field engineer whose qualifications are in question. The State will be the final authority when determining whether a field engineer meets the required qualifications.

After the resumes have been reviewed they will be returned to the Contractor and will not be available for public review. The Contractor will maintain the resumes on file at a single location in California where they will be made available to the DGS Contact upon request.

If the Contractor has other Maintenance Service Centers which are intended to be utilized to perform services under this Agreement, they must be listed with the required Maintenance Services Centers and the numbers and qualifications of the personnel at each listed as for the required Centers.

C. CONTRACTOR QUALIFICATIONS

1) Equipment Knowledge

- Contractor must have knowledge of Cisco equipment; including but not limited to configuring, testing, and installing equipment.
- Contractor must have ADC Kentrox DSU/CSU technical certification.
- Contractor must be a Cisco Gold Certified partner with the ability to escalate problems/issues to Cisco for Tier 3 needs.

2) Knowledge of Technology

Contractor must have knowledge and experience with WAN technology (frame relay, ATM, DS3, OC3, Cisco internal DSU/CSU's, etc.)

3) Experience

- Contractor must have a minimum of 5 years experience providing this type of work.
- Contractor must have knowledge and experience working with telephone company technical staff.
- Technical engineer support staff must have a minimum of eighteen (18) months experience answering the telephone line to assist in resolving network issues.
- Field engineer support staff must have a minimum of twenty-four (24) months experience maintaining the equipment, or similar equipment, which they are required to service.

D. TECHNICAL ASSISTANCE SUPPORT

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1. Contractor must provide Teale a toll-free number for a single point of contact for requesting technical assistance and/or service 24x7 during and after installation.
2. Contractor must provide technical engineers prepared to assist and resolve network problems pertaining to the equipment, LAN, and/or WAN.
3. Contractor must provide field engineers to assist in resolving network problems pertaining to the equipment not resolved by technical engineers.
4. Contractor must list the address, telephone number, number of field engineers and years of experience for each trained person at all Service Centers.
5. Each field engineer must have at least twenty-four (24) months experience maintaining the equipment, or similar equipment, which they are required to service.

The Contractor must include resumes and training certificates for each field engineer listed. All field engineers must have continuing, up-to-date training on the equipment being offered during the period of the Agreement. Upon request, each Contractor must offer a plan as to how the field engineers will maintain this up-to-date training.

If the State determines that the resumes and training certificates are inadequate to determine field engineer qualifications the State may request that the bidder submit references for any field engineer whose qualifications are in question. The State will be the final authority when determining a field engineer meets the required qualifications.

After the resumes have been reviewed they will be returned to the Contractor and will not be available for public review. The Contractor will maintain the resumes on file at a single location in California where they will be made available to the DGS contact upon request.

If the Contractor has other Maintenance Service Centers which are intended to be utilized to perform services under this Agreement, they must be listed with the required Maintenance Service Centers and the numbers and qualifications of the personnel at each listed as for the required Centers.

- a) Contractor must have the ability to escalate network problems in order to meet the repair time requirements.
- b) Contractor must provide Teale the ability to escalate directly to Cisco for special Tier 3 needs as specified above under Maintenance A.4.d.
- c) Contractor shall provide direct access to Cisco's Technical Assistance Center for up to four (4) State staff. This access may be facilitated and monitored by the Contractor.
- d) Contractor must provide the State at least one (1) staff to attend a weekly meeting or on an as needed basis to review problems and/or issues with the ability to resolve them.

E. EQUIPMENT MOVES, ADDS, AND CHANGES

State will notify Contractor of equipment to be added and maintained under the terms of this Agreement. Any equipment being maintained under this Agreement and is relocated within the State of California, the Contractor must provide uninterrupted maintenance on that equipment unless otherwise notified by the State. In the event the equipment being maintained under this Agreement is moved to another location within the State of California, the Contractor shall continue to maintain the equipment at the new location. The State will notify the Contractor of any equipment moves, adds, or changes via work orders in accordance with a valid Service Order issued under the authority of this Contract.

F. INSTALLATION AND RELOCATION SERVICES

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1) Delivery and Installation Requirements

- a) The State will ship previously configured equipment to the Contractor or installation site on a date mutually agreed upon by the Contractor and the State, not less than seven (7) working days from the date of the State's request for installation. Requests for installation must be in writing to the Contractor in advance of the installation date indicating the date wanted in the request.
- b) Installation date may be changed by mutual consent of the Contractor and the State; however, before the installation date, the State defers the installation of any machine, a new installation date will be established by mutual agreement.
- c) Installation Order Confirmation Procedures
 - (a) The Contractor must provide, within 30 days of contract award, an order confirmation methodology for both manual and electronic ordering systems. At a minimum the Contractor shall confirm the receipt of each order, acknowledging expected shipping date of the equipment. This notice shall be generated within 5 days after receipt of order (ARO) at the Contractor's place of business, and shall be sent and/or made available to both the "Bill to" and "Ship to" address of the request. The confirmation acknowledgment can be transmitted electronically; however it will be at the option of the State to determine if the electronically transmitted method or the manual method is utilized.
 - (b) A second acknowledgement shall be sent by the Contractor including, but not limited to, the Service Request number, the actual shipping date, mode and method of shipment, expected transit time, and expected on-site delivery date, and confirmation of installation (ready-for-use) date. This may be sent retroactive actual ship date. The confirmation acknowledgment can be transmitted electronically; however, it will be at the option of the State to determine if the electronically transmitted method is acceptable.

2) Certification of Facility Readiness

If required to meet special environmental considerations, the State will modify its site facilities to meet the Contractor's minimum site and environmental specifications as supplied by the Contractor. These specifications shall be in such detail as to ensure that equipment, if installed according to these specifications, shall operate efficiently, from an environmental point of view and properly from a functional point of view.

- 3) The State shall be responsible for ensuring the installation location meets manufacturer's operating environmental requirements for the equipment, including temperature, humidity, and electrical power.

4) Equipment Readiness

- a) The State shall be responsible for configuring and testing the equipment before shipping equipment to the installation site or the Contractor for Contractor installation.
- b) Upon receipt and installation of equipment, the Contractor shall determine that the equipment is ready for use, and operates in conformance with the Contractor's published specifications.
- c) Notwithstanding certification by the Contractor that the equipment has been installed and is ready for use, the equipment shall not be deemed installed within the terms of this Agreement until such installation is confirmed by the State through testing the equipment.

5) Relocation of Equipment

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- a) If it is necessary and in the best interest of the State to have the Contractor move any equipment maintained under this Agreement to another location, the State will notify the Contractor in writing or electronically, a minimum of seven (7) working days in advance of the anticipated move date, that the move is scheduled to take place. The State will provide the Service Request number, date of disconnection, the locations from and to which the equipment is to be moved, and the re-connection date, if more than five (5) working days after the disconnect date.
 - b) The State will reimburse the Contractor for all transportation, transit, risk insurance, rigging, packing, unpacking, and drayage charges for such relocation performed by the Contractor; however, the Contractor shall maintain responsibility for the equipment at all times during the move.
 - c) If the Contractor is notified a minimum of seven (7) working days in advance of a move, and the Contractor does not actually relocate the equipment by the date required, a credit shall be applied for each machine as stipulated under Maintenance Credit below.
 - d) On, or before, the scheduled reconnect date, the Contractor shall disconnect affected equipment, physically move (relocate) and reconnect the equipment and certify the successful relocation.
 - e) Rearrangement of equipment at a single site or State's convenience shall be at the State's expense.
 - f) There shall be no interruption of maintenance payments or service as a result of relocation of equipment.
- 6) Risk of Loss or Damage

The State shall be relieved from all risk of loss or damage to the equipment maintained under this contract during periods of transportation, installation and during the entire time the equipment is in the possession of the Contractor, except when such loss or damage is due to the fault or negligence of the State. Loss or damage not due to the fault or negligence of the State shall be verified through a legal claims record such as a police or fire report.

G. MAINTENANCE CREDIT

- 1) The Contractor shall grant a credit in the amount of 1/84 of the total monthly maintenance charge for each hour after the sixth hour for a machine that was inoperative for more than four (4) consecutive hours after the Contractor's maintenance personnel should have arrived on-site, and, additionally, if the inoperable machine resulted in an interconnected machine to become unusable as a result of the breakdown the Contractor shall grant another 1/84 of the total monthly maintenance charge for each additional unusable machine, provided:
 - a) The machine became inoperative through no fault of the state, and
 - b) the breakdown was attributable to equipment failure, and
 - c) the total credit shall not exceed 1/30 of the total monthly charge for the machine at fault per day per inoperable machine.

- 1. The damages for late moves adds and changes shall be the same as for interruptions of service.

H. TERMINATION AND CONTINUATION

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- 1) The State may terminate this Agreement without prejudice upon thirty (30) days prior written notice. No costs shall be incurred after termination.
- 2) Any order issued using this agreement as its authority for issuance may be terminated without prejudice upon thirty (30) days written notice. No costs shall be incurred after termination.
- 3) Upon termination of the Agreement or any order issued under the authority of this agreement, the Contractor will assist the state in the orderly termination of the Agreement and the transfer of all assets, tangible and intangible, as may facilitate the orderly, non-disrupted business continuation of each party. The Contractor agrees to continue to maintain and support contracted services until migration to a replacement service is complete. If migration effort is required to continue beyond the term of the contract, Contractor agrees to extend this Agreement under the existing terms for the time necessary to complete the migration.

I. CONTRACT ADMINISTRATION

1) Title to Equipment

Equipment maintained under this Contract is State-owned equipment and is the property of the State.

2) Sales Representation

The Contractor shall provide sales representatives available five (5) working days a week to assist in reviewing and resolving any problems, which may arise during the period of this Agreement. The Contractor must provide a sales representative with the ability to review and resolve problems or issues and attend weekly meetings or on an as needed basis.

3) Contractor Sales Response Requirements

Contractor shall be expected to provide responsive sales representation to Teale. Such representation shall be available on a maximum 24-hour callback to respond to requests for information, such as information regarding invoicing, equipment installation or operation information, dates of service, etc. In the event Teale is not satisfied with the responsiveness of the sales representative, the Contractor shall provide the name of an authorized Contractor representative who will have the authority to immediately resolve any administrative and/or service problems that have not been resolved in a timely manner. This person(s) must be identified in the Contract.

- 4) The state shall contact the Contractor sales representatives as needed in order to obtain information.
- 5) Sales representatives, or designee of same or higher staff level, shall respond to the state via return telephone call or on-site visit within 24 hours of the state's contact.
- 6) Should Contractor sales representatives not contact the state within 24 hours of telephone call for information, the state shall contact the DGS Procurement Division contact person for the Agreement relating to details of the occurrence. After the contact, the Agreement contact person at DGS will make an attempt to contact the Contractor's sales organization.
- 7) If the Contractor has not contacted the state within 24 hours (now 48 hours since first attempt to contact) the Procurement Division Agreement contact person shall make an attempt to contact the Contractor's regional corporate office via telephone calls well as FAX to advise of the sales organization's non-responsiveness.
- 8) A Contractor corporate officer shall thereupon cause the local sales representative to respond within 24 hours to the state. In addition, the Contractor corporate officer shall, within 5 working

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days of contact, advise Procurement Division, in writing, of action taken to correct the non-responsive situation.

- 9) If, in any three month period during the life of this Agreement, the Procurement Services Branch contact person must contact the Contractor's regional corporate officer three or more times because of non-responsiveness as described above, the State may seek remedies under General Terms and Conditions, Section 24, Rights and Remedies of State for Default.
- 10) Any subcontractor that the contractor chooses to use in fulfilling the requirements of this contract, and which is expected to receive more than ten percent (10%) of the calculated value of this contract, must also meet all the performance requirements stipulated herein, as applicable.

J. INVOICE AND ORDER IDENTIFICATION PROCESS

- 1) Invoices shall be submitted as specified in the Service Order issued by each State ordering entity, such as Teale Data Center. The Contractor shall render invoices for total monthly maintenance charges in the month following the month for which charges accrue.
- 2) Naming conventions for site identification and serial numbers will be provided in advance to the State. These identifying conventions must be mutually acceptable to the State and the Contractor. All invoices, shipping documents, etc., and equipment must use the same naming convention.
- 3) Invoices will be provided in a format acceptable to the State and mutually agreed upon by the Contractor and the State.

Equipment accountability will be by model number, serial number, and physical location. Additional methods of accountability will be mutually agreed upon by the State and the Contractor and be made a part of this Contract.

The Contractor shall make every effort to reconcile incorrect invoices in a timely manner. This should not exceed 30 days from notification by the State of the discrepancy. The State may withhold payments of all invoices, issued as a result of this agreement, until the discrepancies have been corrected.

The Contractor shall, in addition, make every effort to reflect relocations on invoices in a timely manner. This should not exceed 30 days after receipt of the approved relocation document. The State may withhold payments of all invoices until the discrepancies have been corrected.

K. INVOICES AND PAYMENTS

a) Submission of Invoices

The Contractor shall render invoices for total monthly charges in arrears as directed on the service order issued naming this Agreement as the authority under which the order is being issued.. Such invoices are not due and payable, and do not constitute an obligation of the state, until the services or products are provided and accepted. All invoices shall reference the Order number, and the name and address of the ordering state entity. In addition, when service has been requested by Teale Data Center, the invoice will reference Teale's Help Desk ticket number, correlating equipment model number(s), correlating serial number (s), and location of service

b) Additional Charges

If extra charges are applicable, and/or if additional charges for maintenance outside the Principal Period of Maintenance Coverage are applicable, the State shall provide the Contractor a purchase order to cover such charges. The order shall be issued on a timely basis and be based on appropriate records which are subject to joint review by the State and Contractor.

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c) Payment

The promptness of payments shall be governed by Government Code 926.19 et seq.

d) Required Payment Date

When payment is due shall be governed by Government Code 927 et seq., as per General Provision sections 30. When provision is made for a testing period preceding acceptance by the State, date of acceptance shall mean the date the equipment and/or software is accepted by the State during the specified testing period.

L. REPORTING REQUIREMENTS

The Contractor shall provide monthly reports of ordering activity against this Agreement containing the listed information to the Department of General Services address below.

1. Required information:

- a. Agreement number and Order number
- b. Complete address of State on the Order
- c. Bill Code of State
- d. The Order total or Order Amendment total

Send reports to: Department of General Services
Procurement Division, Technology Acquisition Section
707 3rd Street, 2nd Floor
West Sacramento, CA 95605

2. The Contractor shall provide monthly reports of ordering activity against the orders issued by the Stephen P. Teale Data Center containing the listed information to address below.

a. Required information

- (1) Agreement number.
- (2) Complete address of location where services were performed.
- (3) Agency Billing Code where services were performed.

Send reports to: Stephen P. Teale Data Center
Procurement Services Branch
P. O. Box 1810
Rancho Cordova, CA 95741-1810

b) [Requirement deleted]

M. AD HOC REPORTS

Contractor must have the ability to provide Ad Hoc reports within 24 hours after State's request including serial numbers, models, and locations for the following purposes:

- 1. Equipment Currently Maintained on Contract
- 2. Equipment Removed from Maintenance Contract
- 3. Equipment Added to Maintenance Contract by Date
- 4. Equipment Removed from Maintenance Contract by Date
- 5. Equipment Listing by Model
- 6. Equipment Listing by Maintenance Type (24x7 or 8x5)